



W.P.No.8886 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.06.2024

CORAM

THE HONOURABLE MR.JUSTICE **G.K.ILANTHIRAIYAN**

W.P.No.8886 of 2020

and

W.M.P.No.10801 of 2020

M/s.KGEYES Residency Private Limited,
Represented by its Director
S.Venkatasubramanian,
“Srushitissthal” No.10, II Cross Street,
Raja Annamalaipuram, Chennai – 600 028. Petitioner

Vs

ITNL Road Infrastructure Development
Company Limited,
The IL & FS Financial Center, Plot C-22,
G Block Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051. Respondent

Prayer:- Writ Petition filed under Article 226 of Constitution of India for the issuance of Writ of Mandamus, to direct the respondent to pay the petitioner, the sum of Rs.1,49,52,815/- (Rupees One Crore Forty Nine Lakhs Fifty Two Thousand Eight Hundred and Fifteen only) along with the interest at the rate of 24% per annum within a time frame to be fixed by this Court.



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For Petitioner : Mr.Nithyaesh Natraj

For Respondent : No appearance

ORDER

This Writ Petition has been filed for a direction directing the respondent to pay a sum of Rs.1,49,52,815/- with interest at the rate of 24% per annum.

2. Heard the learned counsel appearing for the petitioner.

Though notice has been served on the respondent, none appeared on behalf of the respondent either in person or through pleader.

3. The petitioner was appointed as the Sub Contractor to the respondent, who is the contractor of the project of Design Validation and Construction of underground station and associated work at Sir Thiyagaraya College and Korukkupet Station. As per the work order, the petitioner issued bills to the respondent. However, it was not considered. Hence, this writ petition.

4. Admittedly, there exists a contract between the petitioner



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and the respondent. Therefore, the writ petition itself would not come under Article 226 of the Constitution of India. The terms and conditions of the contract are as follows :

“This subcontract is construed and shall be governed as per the laws, statutes, legislations and statutory enactments as applicable and for within the territory of Republic of India and in case of any litigation arising out of or in connection with this subcontract, the Courts situated in Chennai only shall have exclusive Jurisdiction. All disputes and differences arising out of or in connection with or touching upon this work order shall in the first instance and settled amicably by negotiation between the authorised representatives of both the parties failing which such dispute or difference shall be resolved through Arbitration before a Sole Arbitrator to be appointed by ITNL-KMB(JV). The Arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 and/or statutory modifications thereof. The arbitration award shall be final and binding on the parties. The venue of Arbitration Proceedings shall be Chennai. The language of proceedings shall be English.”

5. Accordingly, all disputes and differences arising out of or in connection with or touching upon subcontract work shall in the first



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instance be settled amicably by negotiation between the authorised representatives of both the parties failing which such dispute or difference shall be resolved through Arbitration before a Sole Arbitrator.

6. In view of the above, the petitioner is at liberty to approach the Sole Arbitrator and initiate arbitration proceedings to settle the dispute or difference between the petitioner and the respondent in accordance with law. It is made clear that the period of pendency of this writ petition may be excluded while calculating the limitation to the arbitration.

7. With the above direction, this writ petition stands disposed of. Consequently, connected miscellaneous petition is closed.

No costs.

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Internet : Yes
Speaking/Non-speaking order
Neutral Citation : Yes/No
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G.K.ILANTHIRAIYAN, J.

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